

04 - 732

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA  
AND  
THE NATIONAL DEFENSE SECRETARIAT AND THE NAVY SECRETARIAT OF  
THE UNITED STATES OF MEXICO  
CONCERNING  
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

Whereas, the Department of Defense of the United States of America and the National Defense Secretariat and the Navy Secretariat of The United States of Mexico, hereinafter referred to as "the Parties,"

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense medical treatment facilities in the United States may be furnished without cost to foreign force members and their accompanying dependents in the United States

Provided that the National Defense Secretariat and The Navy Secretariat of the United States of México, makes available comparable care for a comparable number of United States force members and their dependents in its country, and

Whereas it has been determined that appropriate conditions exist to assure that care to comparable numbers of persons will be made available by each Party,

Considering the importance of establishing cooperative actions to make available medical attention under the principle of reciprocity.

The Parties agree as follows:

**ARTICLE I**  
**Objective**

This Agreement has the objective of establishing a collaborative basis between the parties to make available reciprocal inpatient medical treatment and other medical treatments needed by the Military members of the Armed Forces of United States of America and United States of Mexico and their dependents. Medical attention that is to be provided at the Medical Military facilities in their respective territory shall be without cost.

**ARTICLE II**  
**Definitions**

1. Dependents: The term "dependents" is defined as follows:

- a. Spouse. A person who, based on the laws of the military member's country, is considered to be the lawful wife or husband of the military member.
- b. Dependent child. The child of a military member who depends on the military member for support, as defined by the regulations of the Party receiving the medical or dental care.

2. Subsistence surcharge. A charge for meals consumed in the military treatment facilities of the parties.

### **ARTICLE III** **Scope**

This Agreement applies to military members, and their dependents, of the United States of America and the United States of Mexico who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of a visiting military aircraft or military vessel which land at each other's airfields or dock in each other's ports on official military business.

In addition to the dependents of the Mexico military members covered in the preceding paragraph, the accompanying dependents of a military student in the International Military Education and Training (IMET) Program shall also be covered (understanding that IMET students are covered by the IMET program).

Requirements for identification and proof of eligibility by persons requesting health care under this Agreement shall be as prescribed by the Party furnishing the care.

### **ARTICLE IV** **Representatives**

In the implementation and administration of this Agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of Defense for Health Affairs, and for the United States of Mexico, the Representative of The National Defense Secretariat and The Navy Secretariat of Mexico shall be the Defense, Military and Air Attaché and the Navy Attaché of México at the Mexican Embassy.

## ARTICLE V

### Medical Attention Available

1. The Department of Defense of the United States shall make available in its military treatment facilities in the United States of America:

a. For Mexican military members covered by this agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without cost (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without cost.

b. For dependents accompanying those military members:

- i. Outpatient and inpatient medical care in Department of Defense medical facilities, without cost (except for a subsistence surcharge, if applicable), and
- ii. Dental care in Department of Defense medical and dental facilities, without cost, to the same extent that such care is made available in military facilities within the United States to dependents of United States military members.

2. The National Defense Secretariat and the Navy Secretariat, of the United States of Mexico shall make available in their medical military facilities in the United States of México:

a. For United States military members covered by this agreement, outpatient and inpatient care in Mexican medical and dental treatment facilities, without cost (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without cost.

b. For dependents accompanying those military members:

- i. Outpatient and inpatient medical care in the National Defense Secretariat and The Secretariat of Navy medical facilities, without cost (except for a subsistence surcharge, if applicable), and
- ii. Dental care in the National Defense Secretariat and The Secretariat of Navy medical and dental facilities, without cost, to the same extent that such care is made available in military facilities within the United States to dependents of Mexican military members.

## **ARTICLE VI**

### **Expenses**

Each of the parties will cover the resulting expenses from the application of this agreement, subject to their respective laws and the availability of funds.

## **ARTICLE VII**

### **Dispute Resolution**

Questions relating to interpretation of the provisions of this Agreement, or implementation of this Agreement, shall be referred for mutual resolution to both of the Representatives of the Parties.

## **ARTICLE VIII**

### **Final Dispositions**

This agreement shall enter into force 90 days after the date of last signature and shall remain in force for three years, unless terminated by the Representative of either Party by giving at least ninety days written notice to the Representative of the other Party. It may be extended by mutual agreement of the Parties through letters of notification

This Agreement may be amended by mutual agreement, by an exchange of letters between the Representatives of the Parties.

Signed in the city of Washington, DC the 23 of May 2003, having two originals in English and Spanish, being both texts equally authentic.

For the Department of Defense  
of the United States of America

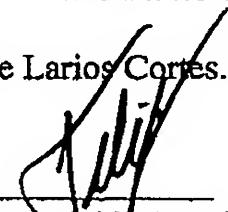
Mr. William Winkenwerder Jr. MD

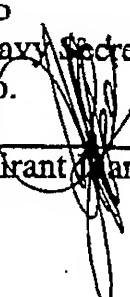
(William Winkenwerder)  
Assistant Secretary of

Defense for Health Affairs

For the National Defense  
Secretariat of the United States of Mexico

Brig. Gen. Felipe Larios Cortes.

  
\_\_\_\_\_  
Defense, Military and Air Attaché  
of México

  
\_\_\_\_\_  
For the Navy Secretariat of the United States  
of Mexico.

  
\_\_\_\_\_  
Rear Admiral Juan Ruben Pablo Morales  
Diaz.